

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

1348671 B.C. LTD.,

Plaintiff,

v.

**The Individuals, Corporations, Limited
Liability Companies, Partnerships, and
Unincorporated Associations Identified on
Schedule A to the Complaint,**

Defendants.

Case No.: 1:23-cv-04002

Judge: Hon. Mary M. Rowland

Magistrate Judge: Hon. Maria Valdez

DEFAULT AND DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiff 1348671 B.C. LTD. (“Plaintiff”) against the defendants identified on Schedule A and Online Marketplace Accounts identified on Schedule A (collectively, the “Defendant Internet Stores”), and Plaintiff having moved for entry of Default and Default Judgment against the defendants which have not yet been dismissed from this case, identified on the updated Schedule A attached hereto (collectively, “Defaulting Defendants”);

Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via e-mail, along with any notice that Defaulting Defendants received from online marketplaces and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered or appeared in any way, and the time for answering having expired, so that the allegations of the Complaint are uncontroverted and are deemed admitted;

This Court finds that it has personal jurisdiction over Defaulting Defendants because Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Plaintiff has provided a basis to conclude that Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to the United States, including Illinois, and have sold products using designs that infringe upon Plaintiff's federally registered patent rights embodied in U.S. Patent No. 11,572,655 ("the '655 Patent") to residents of Illinois. In this case, Plaintiff has presented links to each Defaulting Defendant's e-commerce store and the infringing products sold by the Defaulting Defendants showing that each Defaulting Defendant is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can and do purchase products that infringe the '655 Patent. *See* Schedule A to the Complaint Dkt. No. 1-1, filed as Sealed Dkt. No. 9-1, which includes links and product ID numbers for the subject storefronts and infringing products; *see also* Exhibit C to the Complaint, Dkt. No. 1-4, filed as Sealed Dkt. No. 9-4, claim chart outlining infringement.

This Court further finds that Defaulting Defendants are liable for willful patent infringement (Claim I).

Accordingly, this Court orders that Plaintiff's Motions for Entry of Default and Default Judgment are GRANTED as follows, that Defaulting Defendants are deemed in default, and that this Default Judgment is entered against Defaulting Defendants.

This Court further orders that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using the design claimed in the '655 Patent or any reproductions, counterfeit copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Plaintiff product or not authorized by Plaintiff to be sold in connection with the '655 Patent;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Plaintiff product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff for use of the invention claimed in the '655 Patent;
 - c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff and its rights in the '655 Patent; and
 - d. manufacturing, shipping, delivering, holding for sale, transferring, or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which incorporate the design claimed in the '655 Patent, or any reproductions, counterfeit copies or colorable imitations.
2. Defaulting Defendants and any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of the

Defaulting Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as Alibaba Group Holding Ltd. ("Alibaba"), AliExpress, Amazon.com, Inc. ("Amazon"), eBay, Inc. ("eBay"), Jingdong E-Commerce (Trade) Hong Kong Corporation Limited ("Joybuy"), WhaleCo, Inc. ("Temu"), and Walmart, Inc. ("Walmart") (collectively, the "Third-Party Providers"), shall within seven (7) calendar days of receipt of this Order cease:

- a. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, or any other online marketplace account that is being used to sell or is the means by which Defaulting Defendants could continue to sell goods that infringe upon the '655 Patent; and
- b. operating and/or hosting webpages that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product infringing the '655 Patent or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine 1348671 B.C. LTD product or not authorized by Plaintiff to utilize the invention claimed by the '655 Patent.

3. Upon Plaintiff's request, those with notice of this Order, including the Third-Party Providers as defined in Paragraph 2, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of infringing goods using design claimed in the '655 Patent.

4. Pursuant to 35 U.S.C. § 284, Plaintiff is awarded damages equal to a reasonable royalty from each of the Defaulting Defendants in the amount of \$10,000.00.

5. Pursuant to 35 U.S.C. § 284, Plaintiff is awarded expected transaction costs associated with the hypothetical negotiations and drafting of royalty and licensing agreements

between it and the forty (40) Defaulting Defendants listed below. Plaintiff is awarded \$50,000 in expected transaction costs, or \$1,1250.00 per Defaulting Defendant.

6. Pursuant to 35 U.S.C. § 284, Defaulting Defendants are subject to treble damages and Plaintiff is awarded three times the amount awarded in both paragraphs 4 and 5.

7. Additionally, this case is held exceptional, and Plaintiff is awarded its reasonable attorney's fees pursuant to 35 U.S.C. § 285. This Court finds that an award of \$500/Defaulting Defendant in attorney's fees is reasonable and therefore awards Plaintiff \$500 in attorney's fees from each of the Defaulting Defendants.

8. As a result of the damages awarded to Plaintiff in paragraphs 4 through 7 of this Order, the total awarded to the Plaintiff for each Defaulting Defendant is \$34,250.00.

9. Any Third-Party Providers holding funds for Defaulting Defendants, including Alibaba, Alipay, AliExpress, Amazon, Ant Financial Services Group ("Ant Financial"), eBay, Joybuy, PayPal, Inc. ("PayPal"), Payoneer Global, Inc. ("Payoneer"), Temu, and Walmart, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants or the Defendant Internet Stores from transferring or disposing of any funds (up to the total damages and attorney's fees awarded in Paragraphs 4 through 8 above) or other of Defaulting Defendants' assets.

10. All monies (up to the total damages and attorney's fees awarded in Paragraphs 4 through 8 above) currently restrained in Defaulting Defendants' financial accounts, including monies held by Third-Party Providers such as Alibaba, Alipay, AliExpress, Amazon, Ant Financial, eBay, Joybuy, PayPal, Payoneer, Temu, and Walmart, are hereby released to Plaintiff as partial payment of the above-identified damages and fees, and Third-Party Providers, including Alibaba, Alipay, AliExpress, Amazon, Ant Financial, eBay, Joybuy, PayPal, Payoneer, Temu, and

Walmart, are ordered to release to Plaintiff the amounts from Defaulting Defendants' financial accounts within fourteen (14) calendar days of receipt of this Order.

11. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.

12. In the event that Plaintiff identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, Plaintiff may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibit A to the Proof of Service Declaration (Dkt. 24-1) and any e-mail addresses provided for Defaulting Defendants by third parties.

13. The ninety-nine thousand dollar (\$99,000) surety bond posted by Plaintiff in connection with the temporary restraining order entered in this case (Dkt. 19) is hereby released to Plaintiff or its counsel, Bishop Diehl & Lee, Ltd. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to Plaintiff or its counsel.

14. Pursuant to Fed. R. Civ. P. 62, this Final Default Judgment shall be immediately enforceable against each of the Defaulting Defendants.

This is a Default Judgment.

E N T E R:

Dated: December 5, 2023



MARY M. ROWLAND
United States District Judge

SCHEDULE A

Def No.	Merchant Name	Merchant Id	Business Name/Address	Product IDs
17	YunYaoBaiHuo	A2GOUBHV2RV XLP	HaiKouLongHuaPengYunYaoBaiHuoDian 龙华区金贸街道世贸东路 2 号 F 檐 1802 房 海口市 海南 570100 CN China	B0BCDRCBH2
19	schangh	A1DRGLKXAZU FLO	ChangChunShiGuiZhuoHuiMaoYiHang 西区 广丰工业大道 50 号爱琴湾二期二区 中山 市 广东省 528400 CN China	B0BCDRCBH2
21	zouchengshiyimeiju baihuochaoshi	A1NXFHBDO12 UZF	zouchengshiyimeijubaihuochaoshi 田黄镇卧龙路 17 号 邹城市 济宁市 山东 273500 CN China	B0C3LWQ6KK
22	keerqinquwangzhihaobaihuoshan ghang	A2F9LLTTJDL4FH	keerqinquwangzhihaobaihuoshanghang 科尔沁区 西门街道通辽金华大厦 70 号 通辽市 内蒙古 028000 CN China	B0BCDJQSJ8
23	XueBoBaiHuo	AZILKWIVFM3XO	HaiKouLongHuaYueXueBoBaiHuoDian 龙华区滨涯路 76 号滨涯村一区 1 栋 4 单元 310 房 海口市 海南 570100 CN China	B0BCDJQSJ8
24	The GGsimadale Store-US	A25XFGGKBVZSNL	wanzaixianyishuoxiedianzijingyingbu 株潭镇长和村 54 号 万载县 宜春市 江西 336100 CN China	B0BX8YR9T7 B0BX8X5YK8
27	Perfect-Diary	AO5VY6H1C966T	longyanxingfengxuanwangluoxiaoshouyou xiangongsi 733 号 2 檐 1602 室 新罗区登高 西路 龙岩市 福建 364000 CN China	B0BCDJQSJ8 B0BCDRCBH2
29	pazhongdianzishang wushop	A16F2VD9QBVD8D	kunmingpazhongdianzishangwuyouxiang ongsi 河鼓街 28-2 号 河梁小区 2 栋 401 哈尔滨 市 道里区 黑龙江省 150016 CN China	B0BCDJQSJ8 B0BCDJQSJ8

Def No.	Merchant Name	Merchant Id	Business Name/Address	Product IDs
30	chenganxianzhan ghedianzhencen gcaibaihuoshang hang	A2X2KNUAA2SP CS	chenganxianzhanghedianzhencengcaibai huoshanghang 漳河店镇中艾束村 邯郸市 成 安县 河北省 056700 CN China	B0BCDRCBH2
31	云南柒灰商贸 有限 公司	A2PVM7EQW5B 874	yunnanchaihuishangmaoyouxiangongsi 玄武 门大树根小区 2 棟 1 单元 502 玄武 区 南京 市 江苏 210009 CN China	B0C49ZW5LT
32	dingli368	A32FJ8VA79MLS S	HaiKouDongYanShangMaoYouXianGongSi 13599703085 海口市 龙华区 海南省 570100 CN China	B0BCDRCBH2
33	Dengzhanbos	AAVSX4W889P WE	dengzhanbo 人民路 155 号-201 广陵区沙头镇 扬州市 江苏 225000 CN China	B0BCDJQ SJ8
34	ZOULINGXI	AFU7WGIBF7X M2	FuJianLongYanZouLingXiWangLuoKeJiYou Xiangongsi 19 号 20 棟 1203 室 新罗区双龙路 龙岩 市 福建 364000 CN China	B0BCDJQ SJ8
35	Cachorro-US	A20XHTPYNVL QPH	Hefei liehuzuo E-commerce Co., Ltd 翡翠路 3409 号经典华城 4 栋 3105 室 合肥 经济 技术开发区 安徽 230000 CN China	B0BL8V66BB
36	anming store	A20OLU9SAXG3 KL	nanningshijiangnanquyutongbaihuojingyi ngbu 南宁市江南区五一中路 12 号 兴和苑 518 号 南宁市 广西 530000 CN China	B0BCDJQ SJ8
37	hongjingg	A20UYRGVOU82 75	HongJin Guo 新罗区西陂镇 赤坑村 龙岩市 福建 364000	B0BCDRCBH2
38	lintting	A3TF7NSKKBM KOH	TingTing Lin 新罗区雁石镇雁江村龙壁路 42 号 5 棟 1 梯 502 室 龙岩市 福建 364000 CN China	B0BCDJQ SJ8
39	ZHENGZIHE	AUFRS9UDF242 V	XiaMenDianTuoJiaZhengFuWuYouXianGo ngSi 关镇环城路 58 号三号楼 三明市 尤溪县城 福建省 365100 CN China	B0BKLNBJ5J

Def No.	Merchant Name	Merchant Id	Business Name/Address	Product IDs
41	铭翔	A1353RQOV2TY 59	dongguanshihumenwenfangbaihuojingyin gbu 虎门镇 捷东路 12 号 305 房 东莞市 广东省 523165 CN China	B0BCDRCBH2
42	IYUFSJ	A3JV95SGMKPQ YV	WuHanYuMiaoWenDianZiShangWuZhongX in 东西湖区 宏图路 8 号武汉客厅小型会展中心第 D 幢 1 单元 21 层 11 号房-(C197) 武汉市 湖北省 430000 CN China	B0BCDRCBH2
43	XINFUZHIJIA	A1CVP7MKKEL RYC	QUANZHOUFANGLELIZISHANGMAOY OUX IANGONGSI 台商投资区张坂镇上塘村 上塘 209 号 泉州市 福建 362000 CN China	B0BCDRCBH2
44	tyj988	A1UJMFIVWDS NJF	LongYanLaiTeXiDianZiShangWuYouXianG ongSi 登高西路 503 号 E2 幢 1 梯 501 室 龙岩市新罗区 福建 364000 CN China	B0BCDRCBH2
47	ZeHuiXuanGou MaoY iShangHang	AKBDWBAZSLB FN	FoShanShiNanHaiQuZeHuiXuanGouMaoYi ShangHang 狮山镇中心城区 博爱路 86 号自编 101 之一 佛山市南海区 广东省 528000 CN China	B0BCDRCBH2
48	yeshanshop	A25CQWLFMR1 45W	hejinshilvjidiyezibaihuodian 河津市铝基地 夹皮沟院内 1 排三户 运城市 山西 043300 CN China	B0BCDRCBH2
49	iluk8737	iluk8737	iluk8737 Indonesia	404208319278
50	cora_amari	cora_amari	cora_amari Israel	385438663496
51	cuitianyis	cuitianyis	cuitianyis Hong Kong	285027550855
53	joonation	joonation	joonation Indonesia	314496237558
54	01power1supplie r	01power1supplier	01power1supplier China	404190055801
56	be-the-best	be-the-best	be-the-best Israel	304847347619
57	yingenuous	yingenuous	yingenuous Hong Kong	314270462219

Def No.	Merchant Name	Merchant Id	Business Name/Address	Product IDs
58	qunyzeng66	qunyzeng66	qunyzeng66 Shenzhen, China China	195754546519
60	il2014-shpu	il2014-shpu	il2014-shpu Israel	295563252991
62	jockingbar5	jockingbar5	jockingbar5 China	295409951133 295416364012
67	feidigeluo	101185349	Changshashi feidigeluo maoyi youxiangongsi tianxiangshuijingwanbangonglou942 yueluqutingjiedao huanhulu868hao changsha, Hunan 410006, China China	1295634556
78	JILI Co. Ltd	101215549	JILI Co. Ltd Room 508, No. 5 [Building], Phase 2, Wutong Garden, No. 3543 None Changchun City Jilin 130013 China China	1326796273 1563200356
82	Yoslce	101264016	Yoslce xixianxinquqinhanxinchengzhengyangjied ao banbeishecun1zu52hao xian Shanxi 712000 China China	1461451310
87	Dongjian Company	101179768	Dongjian Company No. 103, Building 3, No. 109, Meixihu Road, Meixihu Street, Yuelu District None changsha Hunan 410006 China China	1672104000
94	FUTOBOOZ	101186488	FUTOBOOZ Floor 5th Block 2, Longbi Industrial Park, No. 27 Dafa Rd Bantian Street LongGang District Shenzhen Guangdong 518129 China China	2790978117
98	Good Choice Co. Ltd	101224539	shenzhenshinanshanqunanshanjiedaoden gliangshequnanguanglu13hao zhongxinggongyecheng8dongchangfang1c engA05-1 shenzhen Guangdong 518000 China	1380302904